

GSA

U.S. General Services Administration

Auction

U. S. Government Property

Neville Facility

3503 Grand Avenue,

Neville Island, PA

4-D-PA-0815



Neville Facility

Auction Date: July 14, 2011



Selling on Behalf of the U.S.
Army Corps of Engineers



Open Houses:

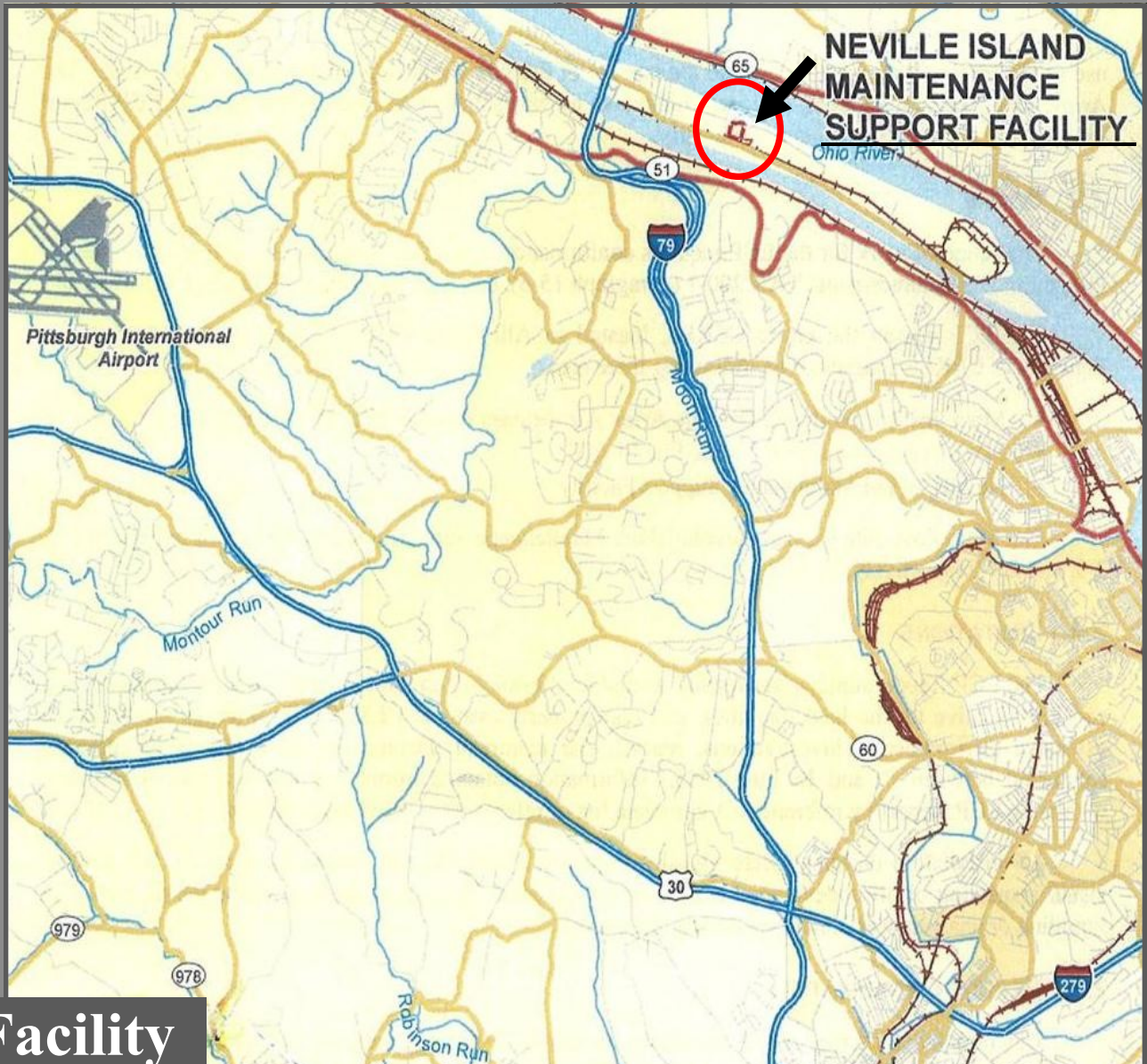
June 21, 2011 - 10:00 AM to 3:00 PM

July 13, 2011 - 10:00 AM to 3:00 PM

For additional information, please call Susan Webb at 404-331-9610 or email at susanb.webb@gsa.gov.

For information and pictures, please visit the Real Estate Sales website on the internet at <https://propertydisposal.gsa.gov>.

Persons with disabilities may request materials in alternative formats.



Neville Facility

INVITATION FOR BIDS

Approximately 9.31 Acres Located at Approximately 3503 Grand Avenue,
Neville Township, Pennsylvania

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INVITATION FOR BIDS

This Invitation for Bids (IFB) contains information and forms necessary for interested parties to bid to purchase the property which is the subject of this sale. It shall be the responsibility of each bidder to familiarize him or herself with this Invitation for Bids, including the General Terms of Sale, the Instructions to Bidders and any other information or materials included in the Invitation for Bids or that may be made available under separate cover.

The property will be made available for inspection. General Services Administration (GSA) and Army representatives will be on the site on June 21, 2011 from 10:00 a.m. to 3:00 p.m. Eastern Daylight (EDT) and again on July 13, 2011 from 10:00 a.m. to 3:00 p.m. EDT.

The auction will be held at the Collier Township Municipal Building, located at 2418 Hilltop Road, Presto, PA 15142, on July 14, 2011, at 10:00 a.m. EDT.

Parties interested in bidding on the property must register to bid in accordance with the terms found in the section of this IFB titled *Instructions to Bidders*. As part of that registration, bidders must present a deposit of \$15,000.00 before making an opening bid; see Paragraph 3 (Bid Deposit) within *Instructions to Bidders*.

If you have questions about this property or the procedures and terms of sale which are not addressed in the IFB, please contact:

Susan Webb
U. S. General Services Administration
Real Property Utilization and Disposal Division (4PZ)
Suite 130
77 Forsyth Street
Atlanta, GA 30303
(404) 331-9610 or (404) 331-5133
Susanb.webb@gsa.gov

PROPERTY DESCRIPTION

1. PROPERTY LOCATION AND SETTING

The property address is approximately 3503 Grand Avenue, which is located on the south side of Grand Avenue approximately one mile east of its intersection with I-79 in Neville Township. Neville Township is located at the northwest portion of Neville Island, which is situated on the Ohio River, approximately 6 miles west of downtown Pittsburgh. In the immediate vicinity of the property, predominant land uses are industrial. Currently, approximately 60% of the island is devoted to industrial uses, which are concentrated on the eastern end of the island. Other uses on the island are residential and commercial in nature. Approximately 90% of the island has been developed.

2. PARCEL DESCRIPTION

2.1 Shape and Dimensions

The site is rectangular in shape, with dimensions of approximately 528 feet in width and 621 feet in depth.

2.2 Topography

The land is consistently flat.

2.3 Geology and Soils

This property is entirely underlain by approximately fifty (50) feet of alluvium, the predominant rock formation in the area. The soil consists entirely of Urban Land, which is comprised of land so altered by earth moving or so obscured by buildings or other structures that the original soils cannot be identified. This nearly level land type consists mainly of fill material that was hauled in and placed over natural soils. The fill material is two (2) or more feet thick and is highly variable in its consistency including rubbish, cinders, industrial waste, old brick and other building materials, limestone, sandstone, shale, and organic soil material. The property's soil composition poses no obstacles to industrial redevelopment, but precludes most other land uses such as agriculture or residential use.

2.4 Flood Hazard Status

Although the property is located in a flood prone area, it is entirely outside Flood Hazard Areas inundated by 100-year flooding. The FEMA FIS 100 year flood plain elevation of the Ohio River just west of the site is 719 feet. The site grade elevations vary from 725 feet to 730 feet, which ranges from 6 to 11 feet above the 100-year flood elevation as delineated on FEMA's FIRM maps.

2.5 Ground Stability

Based on observation of development on nearby sites, there are no apparent ground stability problems.

2.6 Utilities

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact local utility providers for information on the availability of utilities.

2.7 Historical Significance of Property

There are aspects of the property that are historically significant due to the property's utilization during the Cold War. Because of the property's historical significance, the Army entered into a memorandum of agreement (MOA) with the Pennsylvania State Historic Preservation Office (SHPO) whereby the Army agreed to do the following to document the historically significant characteristics of the property.

- A. Update existing C.E. Kelly Historic American Building Survey /Historic Architecture and Engineering Records (HABS/HAER) documentation.
- B. Prepare a public history document in the form of a brochure, detailing the C.E. Kelly complex and its role in the Cold War.
- C. Erect an historic marker.

The Army is taking steps to fulfill its obligations under the MOA with the SHPO. The updated HABS/HAER report and brochures will be made available by the Army in public places within the community, such as libraries. A marker will be erected by the Army on the portion of former C.E. Kelly Support Facility Main Post which will be made into a public park. The buyers of Site 62 and Neville Island have no preservation obligations under the MOA with the SHPO.

3. ACCESS AND LINKAGES

The property has 528 feet of frontage on Grand Avenue, which is a two lane paved road. There are no curbs or sidewalks. Property visibility from the road is good. An active rail line is located adjacent to the south side of the site. Access to the line may be available to the occupant of the site, however, purchaser shall rely solely on its own due diligence and examination of the property.

Primary access to Neville Township is provided by Interstate 79, which provides north/south access. Interstate 79 (I-79) is located approximately 0.5 miles west of the subject site. Along the north bank of the Ohio River, PA 65 (Ohio River Boulevard) allows access to the City of Pittsburgh approximately 8.5 miles to the southeast and Beaver County to the northeast. Neville Road and Grand Avenue provide primary east/west access on the island. Via I-79, the site has access to the Pennsylvania Turnpike, with an exit approximately 11 miles north in Cranberry Township. The Pennsylvania Turnpike provides interstate access through Ohio to the west and extends to Philadelphia in the east. It is one of the most heavily traveled roads in Pennsylvania.

The property is located less than 10 miles from the Pittsburgh International Airport. Public transportation is provided by the Port Authority of Allegheny County (PAT) and provides access to the Pittsburgh central business district (CBD). The Pittsburgh CBD, the economic and cultural center of the region, is approximately 8 miles east of the property.

4. LEGAL DESCRIPTION (Please Refer To Exhibit A)

5. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The property was conveyed to the United States subject to the following: (a) a right of way reserved by Jones & Laughlin Steel Corporation in deed to Dravo Corporation dated 9 March 1942, recorded in Deed Book Volume 2722, page 388; (b) a right of way granted by Dravo Corporation to Frick & Lindsay Company by deed dated 7 March 1947, and recorded in the Recorder's Office aforesaid, which right of way constitutes an extension of the above right of way described at Paragraph (a); (c) Grand Avenue, a public road, 60' in width, extending from east to west across the premises to be conveyed; (d) rights of Pittsburgh Railways Company in and along Grand Avenue; (e) unrecorded right of way for a pipeline easement held by Southwest Pennsylvania Pipelines dated 16 January 1905; and (f) right of way of Duquesne Light Company over and across the above described tract of land as now located in or upon Grand Avenue, as recited in Agreement between said company and Jones & Laughlin Steel Corporation dated 9 March 1942 and not recorded. The property will be sold subject to any and all existing covenants, reservations, easements, restrictions, and rights recorded or unrecorded in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

The Government will reserve the mineral rights for the Neville Island South property using the following clause in the deed: "FURTHER reserving and excepting therefrom, however, GRANTOR's rights in the coal, gas, and minerals in the Property for the GRANTOR and GRANTOR's heirs, executors, and assigns. This reservation includes by its terms, oil, gas, aged organic rich shales and other horizons and any other minerals on, in, and under the property conveyed." There are reservations in the chain of title for the minerals but the location(s) of the reservations are undefined. The area is potentially rich in Marcellus shale; therefore a general reservation for whatever minerals the United States may own is included in the quitclaim deed.

6. DUE DILIGENCE MATERIAL

The Department of the Army has completed a Finding of Suitability to Transfer (FOST) and an Environmental Condition of Property (ECP). The FOST and ECP reference environmental condition on the Sale Parcel and on other property not subject to this IFB. The FOST sets forth the basis for the Government's determination that this Sale Parcel is suitable for transfer. Bidders are hereby made aware of the notifications that will be included in the deed as contained in the FOST and ECP and are summarized herein. Bidders are encouraged to review the FOST before making a bid. The FOST is available for download at www.propertydisposal.gsa.gov

The Army has prepared an environmental assessment (EA) to evaluate the environmental and socioeconomic impacts of the transfer of this property. The EA was developed in accordance with the National Environmental Policy Act (NEPA) and implementing regulations issued by the Council on Environmental quality (40 CFR 1500-1508), the Army (32 CFR Part 651), and the Office of the Secretary of Defense (Base Redevelopment and Realignment Manual – DoD 4165.66M). The EA is available for download at www.propertydisposal.gsa.gov

GENERAL TERMS OF SALE
(Government Real Property)

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Environmental Notices; Offer to Purchase Government Real Property; and Exhibits. Should the aforementioned documents, including the Exhibits, be modified or supplemented by any addenda or amendments issued by the Government, those addenda and amendments shall be part of the IFB.

2. DESCRIPTIONS PROVIDED IN IFB

The description of the property set forth in this Invitation for Bids and any other information provided therein with respect to the property is based on information available to the Government and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by the Purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION

Inspection of the property is the responsibility of the purchaser. Bidders are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be duly informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. The property will be made available for inspection. General Services Administration (GSA) and/or Army representatives will be on the site on June 21, 2011 from 10:00 a.m. to 3:00 p.m. EDT and again on July 13, 2011 from 10:00 a.m. to 3:00 p.m. EDT.

4. CONTRACT

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The property is offered for sale "AS IS" AND "WHERE IS" with any and all latent and patent defects. The Government does not warrant that the property has a particular financial value or is fit for a particular purpose. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the property. The Government makes no other agreement or promise to alter, improve, adapt or repair the property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the property. Purchaser takes the property with the express understanding and stipulation that there are no express or implied warranties.

Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

6. ZONING

Verification of the present zoning and determination of permitted uses there under, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sales agreement. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.

7. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the property, including but not limited to all buildings and other improvements located thereon, and have all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the property and for all sums due to be paid, by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the final bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid to the Government, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. The Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale, without forfeiting the said deposit and payments.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, the Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the property.

12. TITLE

If a bid for the purchase of the property is accepted, the Government will convey its interest in the property by quitclaim deed in substantially the form of the draft quitclaim deed attached as Exhibit A to this Invitation for Bids. The Government does not pay for title insurance but the Purchaser may wish to acquire a title insurance policy from a local title company.

13. CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

14. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of sale is not later than ninety (90) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the ninety (90) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and document handling expenses, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been deposited into the Government's bank account or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

15. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay either: (1) a liquidated damages assessment of \$500.00 per day; or (2) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

16. CLOSING COST, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, State and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to the *Real Estate Division, U.S. Army Corps of Engineers, P.O. Box 1715, Baltimore, Maryland 21201-1715*.

17. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA and DOD employees are prohibited from bidding on the property offered in the IFB.

18. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for their advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

INSTRUCTIONS TO BIDDERS

1. AUCTION SITE

The auction will be held at the Collier Township Municipal Building, located at 2418 Hilltop Road, Presto, PA 15142.

2. REGISTRATION OF BIDDERS

The auction will be held on July 14, 2011 at 10:00 a.m. Eastern Daylight (EDT). Each prospective bidder is required to register and present a bid deposit in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation for Bids" (IFB).

3. BID DEPOSIT

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the form of a certified cashier's check endorssable to the U. S. Army Corps of Engineers. The bid deposit of the high bidder shall be applied toward payment of the purchase price. The bid deposit amount required for this property is \$15,000.00.

At the close of the auction, bid deposits will be collected from the two highest bidders and held as stipulated in paragraph 7 (*Back-up Bidder*).

4. OFFER TO PURCHASE GOVERNMENT REAL PROPERTY

The successful bidder at the public auction will be required to complete and execute, in duplicate, the portion of the Bid Form titled *Offer to Purchase Government Real Property*, and all information and certifications called for thereon must be furnished. Failure to furnish all information or certifications required may result in rejection of the bid.

5. BID EXECUTED ON BEHALF OF BIDDER

A successful bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the successful bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, the bidder may attach to the bid additional corporate records that will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

6. ADDITIONAL BID DEPOSIT

Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount in the form of a certified check or cashier's check, if any, which when added to the initial bid deposit, will equal at least twenty percent (20%) of the total bid. Failure to provide these funds will result in rejection of the bid and forfeiture of the initial bid deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within ninety (90) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

7. BACKUP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 20% of the purchase price. Subsequently, the bid deposit of the second-high bidder will be returned.

In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

8. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of the auction for thirty (30) calendar days, unless the bid is accepted or rejected by the Government before the expiration of the thirty (30) days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

9. NOTICE OF ACCEPTANCE OR REJECTION

The Government reserves the right to reject any and all bids. Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax number or address indicated in the bid documents.

The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer.

ENVIRONMENTAL NOTICES

1. ENVIRONMENTAL CONSIDERATIONS

In the Neville Island Finding of Suitability to Transfer (FOST), which was completed by the Army in September 2010, the Government concluded that the parcel on the south side of Grand Avenue is Type or Category 1, as determined in accordance with ASTM Designation D5749-98, Standard Classification of Environmental Condition of Property Area Types for Defense Base Closure and Realignment Facilities. Category 1 indicates that there have been no releases or disposal of hazardous substances or petroleum products and no migration of such substances from adjacent areas to this parcel.

2. CERCLA NOTICE, COVENANT, AND ACCESS PROVISIONS AND OTHER DEED PROVISIONS

Relevant CERCLA Notice, Covenant, and Access Provisions, along with the other Deed provisions can be found in the attached draft Quitclaim Deed (Exhibit A).

PUBLIC AUCTION
Offer To Purchase Government Real Property
To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation for Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within thirty (30) calendar days after the date of the auction, to purchase the property as described as:

3503 Grand Avenue, Neville Township, Pennsylvania

Amount of Bid: _____ Bid Deposit: _____ received day of sale.

The instrument(s) of conveyance should name the following Grantee(s):

Bidder is: (check one) ☐ Individual ☐ Partnership ☐ A Trustee ☐ A Corporation

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: () _____

Signature: _____ Date: _____

Signer's Name & Title (type or print): _____

Certificate Of Corporate Bidder

I, _____ certify that I am

_____ of the Corporation named as bidder herein,

(Secretary or other Official Title)

that _____ who signed this Offer To Purchase on behalf of the

(Name)

bidder was then _____ of said Corporation; that said

(Official Title)

Offer to Purchase was duly signed for and on behalf of said Corporation by authority of its

Governing body and is within the scope of its corporate powers.

 (Signature of Certifying Corporate Officer)

 (Signature of President/Vice-President)

CORPORATE SEAL

This deed was reviewed by
Raymond O. Schlee, Attorney
U.S. Army Corps of Engineers
Baltimore District
P.O. Box 1715
Baltimore, Maryland 21203

Exhibit A

**QUITCLAIM DEED
CHARLES E. KELLY SUPPORT FACILITY
ALLEGHENY COUNTY, PENNSYLVANIA
NEVILLE ISLAND PARCEL**

THIS QUITCLAIM DEED, is made and entered into this ____ day of _____, 2011, by and between the UNITED STATES OF AMERICA, acting by and through the Director of Real Estate, pursuant to delegations of authority from the Secretary of the Army, under and pursuant to the powers and authority contained in the provisions of the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, whose mailing address is U. S. Army Corps of Engineers, Baltimore District, ATTN: NAB-RE-M, P.O. Box 1715, Baltimore, MD 21203-1715 (the "GRANTOR") and the _____, whose mailing address is _____, Pennsylvania ____ (the "GRANTEE").

WITNESSETH THAT:

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM, subject to the reservations, covenants, conditions and restrictions hereinafter set forth, unto the GRANTEE, its successors and assigns, all right, title, and interest of the GRANTOR in the property, situate, lying and being in Neville Township, the County of Allegheny in the Commonwealth of Pennsylvania, containing approximately 9.31 acres in total as more particularly described in Exhibit A and shown on Exhibit B, attached hereto and made a part hereof (hereinafter referred to as the "Property");

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

FURTHER reserving and excepting therefrom, however, GRANTOR's rights in the coal, gas, and minerals in the Property for the GRANTOR and GRANTOR's heirs, executors, and assigns. This reservation includes by its terms, oil, gas, aged organic rich shales and other horizons and any other minerals on, in, and under the property conveyed.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the reservations, covenants, conditions and restrictions set forth in this Deed;

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the notices, use restrictions, and restrictive covenants set forth herein are a binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the notices, use restrictions, and restrictive covenants in subsequent conveyances does not abrogate the status of the covenants, conditions and restrictions as binding upon the GRANTOR and the GRANTEE, its successors and assigns:

1. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the GRANTOR warrants that any response action or corrective action found to be necessary after the date of this Deed for contamination existing on the Property prior to the date of this Deed shall be conducted by the GRANTOR. This warranty shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, Grantee shall not be considered a potentially responsible party solely due to a hazardous substance remaining on the Property on the date of this instrument, provided that Grantee has not caused or contributed to a release of such hazardous substance or petroleum product or its derivatives.

2. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620 (h)(4)(D)(ii))

A. The GRANTOR retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the GRANTOR, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this Deed. Such easement and right of access shall be binding on the GRANTEE, its successors and assigns and shall run with the land.

B. In exercising such easement and right of access, the GRANTOR shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The GRANTOR shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. At the completion of the work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE or its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

C. In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the GRANTOR or any officer, employee, agent, contractor of any tier, or servant of the GRANTOR based on actions taken by the GRANTOR or its officers, employees, agents, contractors of any tier, or servants pursuant to, and in accordance with, this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

3. “AS IS” CONDITION OF PROPERTY

A. The GRANTEE acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property is conveyed “as is” without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of the Property will not constitute grounds for any claim or demand against the GRANTOR.

C. Nothing in this “As Is” provision shall be construed to modify or negate the GRANTOR’s obligation under the CERCLA Covenant or any other statutory or regulatory obligations.

4. HOLD HARMLESS

A. To the extent authorized by law, the GRANTEE, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions and restrictions contained in this Deed by the GRANTEE, its successors and assigns, and any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure after the date of this Deed to asbestos or lead-based paint or other condition on any portion of the Property after the date of this conveyance.

B. The GRANTEE, for itself, its successors and assigns, covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of the covenants, conditions and restrictions in this Deed including without limitation, any costs associated with additional investigation or remediation of asbestos or lead-based paint or other condition.

C. Nothing in this “Hold Harmless” provision shall be construed to modify or negate the GRANTOR’s obligation under the CERCLA Covenant or any other statutory obligations.

5. ENVIRONMENTAL PROTECTION PROVISIONS

The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions set forth in Exhibit C, attached hereto and made a part hereof, and shall require the inclusion of the said Environmental Protection Provisions in all subsequent deeds, easements, transfers, leases, or grants of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

6. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of this Deed, the GRANTEE, its successors or assigns shall be responsible for such release or threatened release of such newly discovered hazardous substance or petroleum product unless the GRANTEE, its successors or assigns is able to demonstrate that such release or threatened release of such newly discovered hazardous substance or petroleum product was due to the GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the newly discovered hazardous substance or petroleum product is due to the GRANTOR's activities, use or ownership of the Property, the GRANTEE, its successors or assigns shall immediately secure the site and notify the GRANTOR of the existence of the hazardous substance or petroleum product and the GRANTEE, its successors or assigns shall not further disturb or allow disturbance of such hazardous substance or petroleum product without the written permission of the GRANTOR.

B. The GRANTEE, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, agrees to release the GRANTOR from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance or petroleum product on the Property occurring after the date of the conveyance herein where such hazardous substance or petroleum product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors after the date of the conveyance herein. This paragraph shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR's indemnification obligations under applicable laws, rules and regulations.

7. ANTI-DEFICIENCY ACT

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

8. NO WAIVER

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any obligation of the GRANTEE, its successors or assigns required by the covenants, conditions, and restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the GRANTOR's right to future performance of any such obligation of the GRANTEE or its successors or assigns required by said covenants, conditions and restrictions, and such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

THIS QUITCLAIM DEED is not subject to 10 U.S.C. § 2662.

EXHIBITS:

A - Legal Descriptions

B – Plat Map

C – Environmental Protection Provisions

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be duly executed in its name by the Director of Real Estate, this ____ day of _____, 20____.

UNITED STATES OF AMERICA

By: _____
SCOTT L. WHITEFORD
Director of Real Estate
Headquarters, U. S. Army Corps of Engineers

NOTARIAL CERTIFICATE

DISTRICT OF COLUMBIA

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that on this the ____ day of _____, 20____, Scott L. Whiteford, Director of Real Estate, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Notary Public

My commission expires the ____ day of _____, 20____.

ACCEPTANCE BY GRANTEE

The GRANTEE hereby accepts this Quitclaim Deed for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained herein this _____ day of _____ 20____.

IN WITNESS WHEREOF, GRANTEE has caused these present to be executed by its governing body and is within the scope of its legal powers.

By: _____

NOTARIAL CERTIFICATE

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

I, _____, a Notary Public in and for the Commonwealth of Pennsylvania, do hereby certify that on this the ____ day of _____, 20____, _____, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Notary Public
Notary Registration No.

My commission expires the _____ day of _____, 20____.

CORPORATE CERTIFICATE

I _____ certify that I am the _____ of the _____, that _____ who signed the foregoing instrument on behalf of the corporation was then _____ of the corporation. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the corporation in executing said instrument.

Date _____

Corporate Secretary or
Appropriate Officer
(AFFIX CORPORATE SEAL)

EXHIBIT A

LEGAL DESCRIPTIONS

Tracts: A and B
Owner: United States of America
Area: 9.31 acres

Pittsburgh Defense Area
Neville Island Maintenance Shop
Military Reservation
Allegheny County, Pennsylvania
19 May 2009 / sim

Page 1 of 2 pages

LEGAL DESCRIPTION

Tracts A and B (Fee Disposal-Proposed)

All that certain portion of land situate in the Commonwealth of Pennsylvania, Allegheny County, being part of the Pittsburgh Defense Area-Neville Island Maintenance Shop Military Reservation, designated as Parcel 212-E-145, and more particularly bounded and described as follows:

Beginning at a corner common to Parcel 212-E-145, and Parcel 212-E-87, land now or formerly owned by GGMJS Properties, LLC, said corner being a point in the centerline of Grand Avenue (60' R.O.W.); thence running and binding to said centerline,

South 77°39'15" East 545.02 feet to a corner common to said Parcel 212-E-145 and Parcel 212-E-290, land now or formerly owned by Ohio River Realty Ltd; thence running and binding to the division line between said Parcels 212-E-145 and 212-E-290,

South 12°20'45" West, passing a corner common to Parcel 212-E-290 and Parcel 212-E-325, land now or formerly owned by Express Container Services of Pittsburgh, LLC at approximately 355 feet, in all 677.04 feet; thence running and binding to the division line between said Parcels 212-E-145 and 212-E-325 the following two courses,

South 70°43' East 145 feet; thence,

North 88°41' East 242.00 feet to a point in the division line between said Parcel 212-E-145 and Parcel 212-F-105, land now or formerly owned by Neville Square Properties; thence running and binding to said division line,

South 23°51' West 116.00 feet to the southern most corner of said Tract B, a corner in the northerly right-of-way line of Parcel 159-N-375, land now or formerly owned by the Pittsburgh & Ohio Central Railroad Company; thence running and binding to said right-of-way line the following two courses,

North 70°35' West 629.00 feet; thence,

North 72°48' West 297.00 feet to another corner common to said Parcels 212-E-145 and 212-E-87; thence running and binding to the division line between said Parcels,

North 14°09' East 648.00 feet to the Point of Beginning containing 9.31 acres, more or less.

The distances and bearings used herein are as shown on the Department of the Army, Office of the Louisville District Engineer, Ohio River Division Real Estate Map dated 22 April 1964.

It is the intent of the foregoing description to include a portion of the same land as identified as Parcel 212-E-145 in the property assessment records of Allegheny Count Pennsylvania.

EXHIBIT B

PLAT MAP

EXHIBIT C

ENVIRONMENTAL PROTECTION PROVISIONS

The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant any interest, privilege or license. The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The Grantor represents that, to the best of its knowledge, no MEC is currently present on the property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or grounddisturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove, or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

B. Easement and Access Rights.

(1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. The right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case maybe, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any existing buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

U. S. Government Property

U.S. General Services Administration

Auction Date: July 14, 2011 - 10:00 AM

GSA

**NEVILLE
TOWNSHIP
AERIAL
PHOTO**

Legend

 Property
Boundary

For information
purposes only;
not for scale



[illegible]